BILL NO. S-83-09-10

SPECIAL ORDINANCE NO. S-193-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Moellering Construction Company, for Res. #5985-83, Lafayette Street Corridor.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Moellering Construction Company, for Res. #5985-83, Lafayette Street Corridor, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> curbs, sidewalks, drainage and widening on Lafayette Street Corridor from Pontiac to Railroad Overpass (1600 block) where needed;

the Contract price is One Hundred Eighty-Two Thousand One Hundred Seventy-Five and 93/100 Dollars ($182,175.93).

SECTION 2. Prior Approval was received from Council with respect to this Contract on June 27, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock __.M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 9-27-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-193-83 on the 27th day of September, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept, 1983, at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P.M., E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING 8-23-83
RATIFICATION 9-13-83

73-143-24

CONTRACT

This Agreement, made and entered into this 10th day of August, 1983

by and between ---------------------- MOELLERING CONSTRUCTION COMPANY ----------------

--------------------- P.O. Box 11168, Ft. Wayne, Indiana 46856 --------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5985-83 Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 Block).

Improvement to sidewalk, curb, drainage and widening where needed as shown on plans.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXfeet with XXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5985-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:
ELECTRICAL ITEMS:

Aluminum light standard to provide 35' mounting height	Six hundred and thirty dollars and no cents per each	630.00
8 ft. mast arm	Sixty-three dollars and no cents per each	63.00
250 w H.P.S. cutoff luminaire & lamp	Two hundred and twenty-five dollars and seventy-five cents per each	225.75
Trench in Earth - 20" deep	No dollars and eighty-four cents per lineal foot	0.84
2' x 2' x 6' concrete foundation with entry sleeves & grounding	Four hundred and twenty dollars and no cents per each.	420.00
3 1/C #2 cable duct in trench or conduit	One dollar and fifty-eight cents per lineal foot	1.58
1/C #12 in light supports	No dollars and sixteen cents per lineal foot	0.16
Bore or push 2" conduit	Seven dollars and thirty-five cents per lineal foot	7.35
2" conduit laid in trench	Four dollars and twenty cents per lineal foot	4.20
Install 10' - 2" riser	Twenty-one dollars and no cents per each	21.00
Fused Connector	Ten dollars and fifty cents per each	10.50
Unfused Connector	Nine dollars and forty-five cents per each	9.45

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5985-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

*See Liquidated Damages Provision.

and in all respects completed on or before *Oct. 31, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said Date ________, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 10th day of August, 1983

ATTEST:

[signature]

Corporate Secretary

MOELLERING CONSTRUCTION COMPANY

BY: [signature]

ITS: Carl W. Moellering President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

[signature]

[signature]

Its Board of Public Works and Mayor.

ATTEST:

[signature] Helen V. Gochenour

Secretary and Clerk

Tree Removal 6"	Fifty-two dollars and fifty cents per each	52.50
Tree Removal 12"	Eighty-nine dollars and no cents per each	89.00
Tree Removal 18"	One hundred and forty-nine dollars and no cents per each	149.00
Tree Removal 24"	Two hundred and twenty-three dollars and no cents per each	223.00
Tree Removal 48"	Six hundred and eighty-six dollars and no cents per each	686.00
Casting Adjust to Grade	One hundred and fifty-nine dollars and no cents per each	159.00
Casting Type A	Two hundred and ninety dollars and no cents per each	290.00
Casting Type C	Three hundred and thirty-three dollars and no cents per each	333.00
Inlet Removal	One hundred and eighty-seven dollars and no cents per each	187.00
Inlet Remove & Replace Type I-C	Six hundred and eighty dollars and no cents per each	680.00
Inlet Type I-C	Five hundred and seventeen dollars and no cents per each	517.00
C.B. Remove & Replace Type I-C	Fifteen hundred dollars and no cents per each	1,500.00
Special C.B., Remove & Replace Type I-C	Sixteen hundred dollars and no cents per each	1,600.00
Concrete Pipe, Class V, 12" w/73 Stone Backfill	Twenty-three dollars and thirty-five cents per lineal foot	23.35
Elbow 22.5° Vit	One hundred and nineteen dollars and no cents per each	119.00
B-Borrow	Four dollars and eighty cents per ton	4.80
Topsoil	Nine dollars and thirty cents per ton	9.30
Seeding, Mulch & Fertilizer	No dollars and seventy-five cents per square yard	0.75
Standard Barricade, Type II or I	Twenty-eight dollars and no cents per each	28.00
Construction Sign, Type "A"	One hundred dollars and no cents per each	100.00

Compression Connector	Six dollars and thirty cents per each	6.30
Insulating Link	Four dollars and twenty cents per each	4.20
Total Electrical Items	Twenty thousand, three hundred and eighteen dollars and five cents	$20,318.05

ROAD ITEMS:

Pavement Removal	Two dollars and fifty cents per square yard	2.50
Concrete Removal	Two dollars and no cents per square yard	2.00
Curb Removal	No dollars and ten cents per lineal foot	0.10
Guardrail Removal	One dollar and twenty cents per lineal foot	1.20
Fence Removal	No dollars and fifty cents per lineal foot	0.50
Common Excavation	Six dollars and no cents per cubic yard	6.00
4" Concrete Sidewalk	One dollar and forty-two cents per square foot	1.42
6" Wingwalk	Two dollars and ten cents per square foot	2.10
Concrete Curbface Walk	One dollar and seventy-two cents per square foot	1.72
Concrete Curb Type III (20")	Eight dollars and seventy cents per lineal foot	8.70
6" Concrete Drive	Seventeen dollars and twenty cents per square yard	17.20
8" Concrete Drive	Nineteen dollars and fifteen cents per square yard	19.15
HAC Asphalt Patching	No dollars and twenty cents per lineal foot	0.20
HAC Asphalt 11-B Surface	Thirty-two dollars and forty cents per ton	32.40
HAC Asphalt #8 or #9 Binder	Twenty-eight dollars and no cents per ton	28.00
HAC Asphalt Base 5-D	Twenty-four dollars and eighty-five cents per ton	24.85

Construction Sign, Type "B"	Thirty dollars and no cents per each	30.00
Flashing Arrow Sign	Two hundred dollars and no cents per week	200.00
Maintaining Traffic	Three thousand dollars and no cents per lump sum	3,000.00
Total Road Items	One hundred and sixty-one thousand, eight hundred and fifty-seven dollars and eighty-eight cents	$161,857.88
Total Bid	One hundred and eighty-two thousand, one hundred and seventy-five dollars and ninety-three cents	$182,175.93

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we MOELLERING CONSTRUCTION COMPANY, INC. as Principal, and the ~~UNITED PACIFIC INSURANCE COMPANY~~ ______________, a corporation organized under the laws of the State of WASHINGTON, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND EIGHTY-TWO THOUSAND, ONE HUNDRED AND SEVENTY-FIVE DOLLARS AND NINETY-THREE CENTS ------------------ ($ 182,175.93----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 18th day of August, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5985-83

To improve Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 Block). Improvement to sidewalk, curb, drainage and widening where needed as shown on plans.

at a cost of $ 182,175.93----------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

MOELLERING CONSTRUCTION COMPANY, INC.
(Contractor)

BY: [signature]
CARL W. MOELLERING

ITS: PRESIDENT

ATTEST: [signature]

SECRETARY
(Title)

UNITED PACIFIC INSURANCE COMPANY
Surety

*BY: [signature] ROGER CURRY
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ MOELLERING CONSTRUCTION COMPANY, ~~INC.~~ -------------------
(Name of Contractor)

------------------ P.O. Box 11168, Ft. Wayne, Indiana 46856 ------------------------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and UNITED PACIFIC INSURANCE COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND EIGHTY-TWO THOUSAND, ONE HUNDRED AND SEVENTY-FIVE DOLLARS AND NINETY-THREE CENTS -------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 10th day of August, 1983, for the construction of:

Improvement Resolution No. 5985-83

To improve Lafayette Street Corridor from Pontiac to R.R. Overpass (1600 Block). Improvement to sidewalk, curb, drainage and widening where needed as shown on plans.

at a cost of ONE HUNDRED AND EIGHTY-TWO THOUSAND, ONE HUNDRED AND SEVENTY-FIVE DOLLARS AND NINETY-THREE CENTS -- ($ 182,175.93----------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (number) counterparts, each one of which shall be deemed an original, this 10th day of August, 1983.

(SEAL)

ATTEST:

(signature)
(Principal) Secretary

MOELLERING CONSTRUCTION COMPANY, INC.
Principal
BY (signature)
CARL W. MOELLERING
PRESIDENT
(Title)
P. O. BOX 11168
FORT WAYNE, INDIANA 46856
(Address)

Witness as to Principal
P. O. BOX 11168
FORT WAYNE, INDIANA 46856
(Address)

UNITED PACIFIC INSURANCE COMPANY
Surety
BY (signature) ROGER CURRY
Attorney-in-Fact
(Authorized Agent)

ROGER CURRY, INSURANCE
P. O. BOX 666
BLOOMINGTON, INDIANA 47402
(Address)

Elizabeth Newton
Witness as to Surety
P. O. BOX 666
BLOOMINGTON, INDIANA 47402
(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-09-10

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Moellering Construction Company, for Res. #5985-83, Lafayette Street Corridor

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN — Victure Scruggs

MARK E. GiaQUINTA — Mark GiaQuinta

PAUL M. BURNS — Paul M. Burns

ROY J. SCHOMBURG — Roy J. Schomburg

Sandra E. Kennedy

Concurred in 9-27-83

Admn. Appr. 6411

TITLE OF ORDINANCE Contract for Res. 5985-83, Lafayette Street Corridor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-83-09-10

SYNOPSIS OF ORDINANCE Res. #5985-83, Lafayette Street Corridor, is for curbs sidewalks, drainage and widening on Lafayette Street Corridor from Pontiac to Railroad Overpass (1600 block) where needed. Moellering Construction Company is the contractor.

PRIOR APPROVAL RECEIVED
6/27/83

EFFECT OF PASSAGE Improvement of Lafayette Street Corridor area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $182,175.93

ASSIGNED TO COMMITTEE